

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT AT TENNESSEE
WESTERN DIVISION**

COLISHA BOYD

Plaintiff,

Vs.

No. 2:16-CV-02682

JURY DEMANDED

NATIONWIDE MUTUAL INSURANCE
COMPANY, NATIONWIDE GENERAL
INSURANCE COMPANY, NATIONWIDE
PROPERTY and CASUALTY COMPANY
And CORPORATIONS A, B, C, and D

Defendants

AMENDED COMPLAINT

TO THE HONORABLE CIRCUIT COURT JUDGES OF SHELBY COUNTY, TENNESSEE:

The Plaintiff would respectfully show the Court the following:

1.

That the Plaintiff, Colisha Boyd, is an adult resident citizen of Shelby County, Tennessee, residing specifically at 8912 Alana Cove, Cordova, Tennessee 38016.

2.

That the Defendant Nationwide Mutual Insurance Company is a corporation whose principal place of business is 1 Nationwide Plaza, Columbus, Ohio 43215-2226, and who may be served through the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243.

3.

That the Defendant Nationwide General Insurance Company is a corporation whose principal place of business is 1 Nationwide Plaza, Columbus, Ohio 43215-2226, and who may be

served through the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243.

4.

That the Defendant Nationwide Property and Casualty Company is a corporation whose principal place of business is 1 Nationwide Plaza, Columbus, Ohio 43215-2226, and who may be served through the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243.

5.

That Corporations A, B, C, and D are unknown entities who either own or are subsidiaries of Defendant Nationwide Mutual Insurance Company or its affiliates.

6.

That the matters in controversy in this case involve a policy of property insurance sold by the Defendants to the Plaintiff in Shelby County, Tennessee and for a property located in Shelby County, Tennessee, therefore jurisdiction and venue are proper with this Honorable Court.

7.

That on or about January 24, 2015, an accidental fire caused severe damage to the structure of and contents located in Plaintiff's home at 3402 Kirby Meadows Drive, Memphis, Tennessee, 38115.

8.

That according to an Investigative Field Incident Report by the Memphis Fire Department, dated January 24, 2015 and signed by Fire Investigator Cassius Bass, the cause of the fire was "determined to be accidental due to a heating/furnace malfunction."

9.

That at the time of the aforementioned accidental fire, there was in full effect a policy of homeowners insurance between the Plaintiff and Defendants identified by Policy No. 63 41 HO 461080 that insured the dwelling against accidental loss for the amount of \$316,700, other structures for \$31,670, personal property for \$221,690 and loss of use for \$316,000.

10.

That said policy of insurance sold to the Plaintiff by the Defendants insured that the Defendants would pay for, up to the policy limits as put forth above, all losses outlined in the policy of insurance, including fire, and that the accidental fire damages suffered by the Plaintiff

met the definitions and requirements for coverage under the policy, and was not subject to any exclusion.

11.

That following the January 24, 2015 fire, the Plaintiff herein filed a claim with the Defendant pursuant to her homeowner's insurance for both structural damage as well as personal property damage.

12.

That the Defendants herein, upon information and belief and pursuant to the aforementioned policy of insurance, paid for structural damage to the property by paying the Plaintiff's mortgage company an amount pursuant to said policy.

13.

However, on June 16, 2015, the Defendants herein sent to the Plaintiff a letter denying the Plaintiff's claim for damages to her property, citing a policy provision excluding from coverage any claims that were based on intentional acts, concealment or fraud.

14.

That pursuant to the foregoing, the Plaintiff alleges that the Defendant's actions herein constitute a breach of the contract of insurance between the parties in that A) A contract existed between the parties; B) The Defendants breached said Contract by refusing to pay for the accidental losses of the Plaintiff's personal property as required by the policy; and C) the Plaintiff suffered damages as a result, as she was not paid for the value of any of her personal items destroyed in the accidental fire.

15.

That the Plaintiff herein states that as a result of the foregoing causes of action arising as the result of the conduct of the Defendants that she is entitled to damages equaling the amount of her personal property losses up to the limits of the policy of insurance minus the deductible and all costs of court.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff hereby requests that this Honorable Court will accept this, her Complaint, and upon hearing, grant the relief requested herein.

Respectfully submitted,

s/Kevin Cavender

J. Kevin Cavender

#26913

Dowden, Worley & Jewell, PLLC

Attorney for Plaintiff

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